

**SEPARATION AGREEMENT AND GENERAL RELEASE**

This Separation Agreement and General Release (the "Agreement") is entered into by **Ex. 6 PP / Ex. 7(C)** (the "Employee") and Northrop Grumman Systems Corporation (the "Company").

1. Termination of Employment: Employee's employment by the Company will terminate or has terminated on **Ex. 6 PP / Ex. 7(C)** ("Termination Date"). The Company has paid and/or will pay Employee at his/her regular rate of pay through the Termination Date. Employee agrees that he/she has properly reported all hours he/she has worked and has been paid all wages, overtime, compensation, benefits and other amounts that the Company (or any Released Party listed below in paragraph 3) should have paid Employee in the past.

2. Separation Money and Benefits: In exchange for Employee's promises in this Agreement, the Company will give Employee the money and benefits described in the Summary Plan Description for the Northrop Grumman Corporation Severance Plan (the "Plan"). Employee agrees that he/she has received a copy of the Plan. Employee agrees that he/she is not entitled to any separation money or benefits, other than the ones described in the Plan.

3. Employee's Release: In exchange for the Plan money and benefits described above, Employee RELEASES the Company from liability for any claims, demands or causes of action (except as described in the next paragraph). This Release applies not only to the "Company" itself, but also to all of Northrop Grumman Corporation, all Northrop Grumman parents, subsidiaries, affiliated, related companies, predecessors and successors, its or their employee benefit plans, trustees, fiduciaries and administrators, and any and all of its and their respective past or present officers, directors, agents and employees ("Released Parties"). For purposes of this Release, the term "Employee" includes not only the Employee himself/herself, but also his/her heirs, spouses or former spouses, domestic partners or former domestic partners, executors and agents. Except as described in the next paragraph, this Release extinguishes all of Employee's claims, demands or causes of action, known or unknown, against the Company and the Released Parties, based on anything occurring on or before the date Employee signs this Agreement. It includes, but is not limited to, claims relating to Employee's employment or termination of employment by the Company and any Released Party, any rights of continued employment, reinstatement or reemployment by the Company and any Released Party, claims relating to or arising under Company or Released Party policies or dispute resolution procedures, claims for severance benefits other than the ones listed in the Plan, and claims for any costs or attorneys' fees incurred by Employee. This Release also includes, but is not limited to, claims arising under Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Americans With Disabilities Act, the Family and Medical Leave Act, the Age Discrimination in Employment Act, the Employee Retirement Income Security Act, the

False Claims Act, Executive Order No. 11246, 42 U.S.C. § 1981, the Worker Adjustment and Retraining Notification Act, any applicable state human rights statutes and all other federal, state and local statutes, ordinances and common law, to the fullest extent permitted by law.

4. Exclusions from Employee's Release: Employee's Release does **not** include any rights Employee may have: (1) to enforce this Agreement; (2) to any indemnification rights Employee may have for expenses or losses incurred in the course and scope of his/her employment; (3) to test the knowing and voluntary nature of this Agreement under The Older Workers Benefit Protection Act; (4) to workers' compensation benefits; (5) to earned, banked or accrued but unused Paid Time Off (PTO) pay; (6) to rights under minimum wage and overtime laws; (7) to vested benefits under any pension or savings plan; (8) to continued benefits in accordance with the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"); (9) to government-provided unemployment insurance; (10) to file a claim or charge with any government administrative agency (although Employee is releasing any individual rights he/she may have to recover damages and other relief in connection with the filing of such a claim or charge); (11) to claims that cannot lawfully be released; (12) to any rights Employee may have for retiree medical coverage; or (13) to claims arising after the date Employee signs this Agreement.

5. Waiver of Unknown Claims: Employee is releasing both claims he/she knows about and claims he/she does not know about. If Employee works or lives in California, Montana, North Dakota, or South Dakota, Employee waives and gives up all rights given by the following laws: Section 1542 of the California Civil Code, Montana Code Annotated Section 28-1-1602, North Dakota Century Code § 9-13-03, or South Dakota Codified Laws § 20-7-11. Each of these laws states as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his [or her] favor at the time of executing the release, which if known by him [or her] must have materially affected his settlement with the debtor.

Thus, despite these laws, Employee agrees that his/her Release includes claims which he/she did not know of or suspect to exist at the time he/she signed this Agreement, and that the Release extinguishes all known and unknown claims, to the extent described in paragraph 3.

6. West Virginia Employees: If Employee lives or works in West Virginia, Employee acknowledges that he/she is waiving all rights or claims arising under the West Virginia Human Rights Act; that Employee has been notified that the toll-free telephone number for the West Virginia State Bar Association is 1-800-642-3617; and that Employee has been provided with information about the method used

and/or factors considered in arriving at the amount of money and benefits offered to him/her.

7. Intellectual Property: Employee agrees to fulfill his/her ongoing intellectual property obligations to the Company and to any Released Party, if applicable. These obligations include not using or disclosing Company confidential or proprietary information. Employee promises that he/she has returned all Company property, including intellectual property, and that he/she has not kept or inappropriately transferred anything containing Company confidential or proprietary information.

8. Full Disclosure and Cooperation: Employee acknowledges that he/she is not aware of, or has fully disclosed to the Company, any information that could give rise to a claim, cause of action, lawsuit, or administrative proceeding against the Company or any Released Party, including without limitation any knowledge of fraud or suspected fraud, overpayments or suspected overpayments, false statements or suspected false statements, improper or erroneous financial reporting, violations or suspected violations of the securities laws or other irregularities, or any violations of the Standards of Business Conduct. This includes any matters for which he was responsible or that came to his attention as an employee. Employee understands that nothing in this release prevents him/her from participating in or cooperating with any government investigation. To the fullest extent permitted by law, Employee irrevocably assigns to the U.S. government any right Employee might have to any proceeds or awards in connection with any false claim proceedings against the Company or any Released Party. Employee agrees that he/she has reported to the Company all work-related injuries, if any, that he/she has suffered or sustained during his employment with the Company or any Released Party. Employee agrees to provide his/her reasonable cooperation to the Company and to the Released Parties in any future lawsuit, administrative proceeding, mediation, arbitration, or other matter in which the Company asks for his/her help.

9. Denial of Wrongdoing: Neither party, by signing this Agreement, admits any wrongdoing or liability to the other. Both the Company and the Employee deny any such wrongdoing or liability.

10. Breach of Agreement by Employee: If Employee breaches or violates any part of this Agreement, the Company may withhold any remaining payments it owes to Employee. The Company may also pursue other remedies for Employee's breach of the Agreement.

11. Enforcement of Agreement; Arbitration: If either the Company or Employee decides to sue the other for violating this Agreement, all such claims will be determined through final and binding arbitration, rather than through litigation in court. The arbitration will take place in the State in which Employee was last employed, using the Employment Arbitration Rules and Mediation Procedures of the American Arbitration Association. If the Company or Employee wants immediate relief, before the arbitration

is finished, then either party may go to a court with jurisdiction over the dispute, and ask the court for provisional injunctive or other equitable relief. The provisional relief will last only until the arbitrator has issued an award or the dispute otherwise resolved. Any court with proper jurisdiction over the dispute may enter judgment on the arbitrator's award. The Company and Employee agree that the prevailing party in the arbitration shall be entitled to receive from the losing party reasonably incurred attorney's fees and costs incurred in enforcing this Agreement, except in any challenge by Employee to the validity of this Agreement under the Age Discrimination in Employment Act and/or Older Workers Benefit Protection Act. **If Employee works or lives in Georgia, Employee agrees to acknowledge, by writing his/her initials in the following blank: \_\_\_\_\_, that he/she understands these arbitration requirements, and that arbitration takes the place of a jury trial.**

12. Entire Agreement: This Agreement expresses the entire understanding between the Company and the Employee on the matters it covers. It supersedes all prior discussions, agreements, understandings and negotiations between the Company and the Employee on these matters, except that any written agreement between Employee and the Company about proprietary information, intellectual property, and/or trade secrets shall remain in effect.

13. Severability: Employee and the Company agree that, whenever possible, each provision of this Agreement shall be interpreted in such a manner that makes it effective and valid under applicable law. If any provision of this Agreement is held to be prohibited or invalid under applicable law, such provision shall be ineffective only to the extent of the prohibition or invalidity, and the remainder of the Agreement shall remain valid and fully enforceable. However, if an arbitrator, court or agency of competent jurisdiction finds any part of the Employee's Release (as described in paragraphs 3-6) to be unenforceable for any reason, then the Company has the option to rescind this entire Agreement, and if the Company rescinds the Agreement, then Employee agrees to repay the Company promptly the full amount of any separation money Employee received pursuant to Paragraph 2 above.

14. Choice of Law: This Separation Agreement is governed by federal law and the laws of the State in which Employee was last employed.

15. Review Period, Consultation with Attorney: Employee acknowledges receipt of this Agreement on **Ex. 6 PP / Ex. 7(C)** which is the beginning of Employee's Review Period. The "Review Period" is Employee's time to read and consider this Agreement carefully before accepting it. Employee is entitled to a minimum Review Period of forty-five (45) full calendar days. The Company encourages Employee to seek and receive advice about the Agreement from an attorney of his/her choosing, before accepting the Agreement. Employee and the Company agree that changes to the Agreement, whether material or immaterial, do not restart Employee's Review Period. Employee has been provided with information about the job titles and ages of employees selected and not selected for termination as part of this group

termination program.

16. Acceptance of Agreement: The earliest Employee may accept the Agreement is the last day he/she works as an active Employee of the Company. To accept the Agreement, Employee must sign it and deliver it, either by hand or by mail, to:

**Amy Allison**  
**Human Resources Business Partner**  
**Northrop Grumman Information Systems**  
**12900 Federal Systems Park Drive**  
**Fairfax, VA 22033**

The signed Agreement must be delivered no later than the close of business (4:30 p.m.) on **Ex. 6 PP / Ex. 7(C)** sent by mail, the envelope containing the Agreement must be properly addressed and postmarked on or before the deadline. If Employee does not sign and deliver this Agreement within the specified time, then the Agreement may be withdrawn.

17. Effective Date of this Agreement; Revocation: This Agreement will not become effective or enforceable until the eighth (8th) calendar day after Employee signs it. Employee may revoke his/her acceptance of this Agreement within seven (7) calendar days after Employee signs it ("Revocation Period"). To do so, Employee must deliver a written revocation notice to:

**Kathe Vagt**  
**Corporate Counsel (Labor & Employment)**  
**Northrop Grumman Corporation**  
**7575 Colshire Drive**  
**McLean, VA 22102**

If Employee works or lives in Minnesota, the Revocation Period is extended to the fifteenth (15th) calendar day after Employee signs this Agreement, and the Agreement will not become effective or enforceable until the sixteenth (16th) calendar day after Employee signs it. If Employee revokes this Agreement, it shall be null and void. To be effective, Employee's revocation must be in writing and delivered, either by hand or by mail, no later than the close of business (4:30 p.m.) on the final day of the Revocation Period. If sent by mail, the envelope containing the revocation notice must be properly addressed and postmarked on or before the final day of the Revocation Period.

18. Modification: Once this Agreement takes effect, it may not be cancelled or changed, unless done so in a document signed by both Employee and an authorized Company representative.

**Information Systems****Separation Agreement and General Release**

Form ISOD-200 (10/2014)

**NORTHROP GRUMMAN**

19. Employee's Acknowledgement: By signing this Agreement, Employee promises the following to the Company: (1) he/she has had ample time to review the Agreement and fully understands it; (2) he/she has been encouraged by the Company to review all the provisions of the Agreement with an independent attorney and has had the opportunity to have this done; (3) he/she has entered into this Agreement of his/her own free will and choice, without any compulsion, pressure or undue influence from anyone; and (4) in signing this Agreement, he/she has not relied on any statement by anyone associated with the Company that is not contained in this Agreement.

Northrop Grumman Systems Corporation

**EMPLOYEE**

Signature: \_\_\_\_\_ By: \_\_\_\_\_

Name: Ex. 6 PP / Ex. 7(C) Name: Julie Anna Barker  
(Please Print) (Please Print)Date: \_\_\_\_\_ Title: HR Director

Date: \_\_\_\_\_

## **EXHIBIT A**

### Program Eligibility Factors

An employee is eligible for certain severance benefits provided that the employee is:

- (a) an employee of Northrop Grumman Systems Corporation in the Information Systems sector working in the System Modernization and Services Division, supporting the HSSS OU as a Customer Services Rep 2;
- (b) actively employed as a full-time or part-time employee;
- (c) involuntarily terminated from Northrop Grumman Systems Corporation in a reduction-in-force in the Information Systems sector System Modernization and Services division on or about December 2016.

To ensure consistency in the selection process, Information Systems uses criteria for selection of employees for layoff contained in the Corporate Procedure for Layoffs (CO H123). These criteria may include, but are not limited to, the skills and abilities to perform current and/or future work requirements, performance levels, job-related training and education, experience and special security requirements.

### Job Titles and Ages of All Employees In the Same Decisional Unit Selected for Involuntary Termination

<u>Job Title</u>	<u>Age</u>
Customer Services Rep 2	37
Customer Services Rep 2	32

### Job Titles and Ages of All Employees In the Same Decisional Unit Not Selected for Involuntary Termination

<u>Job Title</u>	<u>Age</u>
None	